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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

S & L VITAMINS, INC., Plaintiff/Counterclaim Defendant, v. AUSTRALIAN GOLD, INC., Defendant/Counterclaim Plaintiff.	05 CV 1217 (JS)(MLO) **STIPULATED FINAL JUDGMENT & PERMENANT INJUNCTION**
AUSTRALIAN GOLD, INC., Third Party Plaintiff, v. LARRY SAGARIN AND JOHN DOES, 1-10, Third Party Defendants,	

Defendant/Third Party Plaintiff, Australian Gold, Inc. and Third-Party Defendants, Yucatan, Inc. and Danny Sheehan (collectively the "Yucatan Defendants") have stipulated to the following judgment and permanent injunction ("Stipulated Final Judgment and Permanent Injunction"), and it is therefore ORDERED, ADJUDGED and DECREED that:

1. Yucatan, Inc. acknowledges that it had a Premiere Salon Agreement with Australian Gold that required it to sell Products only to its salon customers and not resellers of Products.

2. Yucatan, Inc. acknowledges that it is Australian Gold's position that its Distribution Agreement prohibits the sale of Products to any person, as defined in the Australian Gold Distribution Agreement, which is not a tanning salon or hair and beauty care salon, or buys on behalf of any reseller. Yucatan now acknowledges that it is Australian Gold's position that their Distribution Agreement prohibits the sale of any Products on the internet.

3. The Yucatan Defendants admit that S&L Vitamins could not legitimately purchase Products directly from Australian Gold's authorized distributors and the Yucatan Defendants served as a conduit for S&L Vitamins to purchase the Products from Yucatan Defendants.

4. The Yucatan Defendants admit that they were aware that S&L Vitamins sold Products on the internet and was purchasing Products from them for that purpose.

5. The Yucatan Defendants admit that S&L placed orders with them and the Yucatan Defendants would submit that order to one of Australian Gold's distributors on S&L's behalf and charge a 10-20% premium over its costs to S&L.

6. A permanent injunction is hereby entered against the Yucatan Defendants and any other person or entity acting in concert with any of them, enjoining all of them, and any other person or entity acting in concert with any of them, from, directly or indirectly, under any name or in any form, distributing, selling, marketing or advertising any Australian Gold, Swedish Beauty or Caribbean Gold tanning lotions or products ("Products") in any manner whatsoever to

S&L Vitamins, or any other resellers of Products, except those customers of their tanning salon for their own personal use.

7. The Yucatan Defendants are permanently enjoined from tortiously interfering with any contract Australian Gold has with any of its Distributors for the distribution of Products, and from interfering with Australian Gold distribution system, including placing orders for Products for resale on behalf of others.

8. The Yucatan Defendants are permanently enjoined from engaging in any communications or contact with Larry Sagarin, Steven Mercadante, S&L Vitamins, Inc. (collectively the "S&L Parties") and any other business or person acting in concert or participation with the S&L Parties or businesses, regarding Australian Gold, its business operations, products, including Australian Gold, Swedish Beauty or Caribbean Gold tanning lotions, equipment, or any other aspect of Australian Gold's business operations.

9. Final Judgment shall be entered in favor of Australian Gold Inc. and against the Defendants Yucatan, Inc. and Danny Sheehan.

10. The Stipulated Final Judgment and Permanent Injunction shall be a final judgment, and the parties have waived all rights to other relief in this lawsuit, to a trial by jury, to appeal, to move for a new trial, to move to reconsider, vacate, alter or otherwise modify or set aside this Judgment.

11. The Court shall retain jurisdiction of this Judgment to enforce the terms of the permanent injunction.

12. Each party shall bear their own costs, including attorney's fees.

13. The Settlement Agreement of the parties, including the releases contained therein, is not merged into this judgment, but survives the judgment.

IN WITNESS WHEREOF, the Yucatan Defendants and Australian Gold have duly executed it to be effective as of the date ordered below.

Defendant/Counterclaim Plaintiff

AUSTRALIAN GOLD, INC.

By: ____________________

Title: ____________________

Third Party Defendants

Yucatan, Inc.

By: ____________________

Title: Pres.

MR. DANNY SHEEHAN, individually

____

IT IS SO ORDERED this _____ day of September, 2006.

____
United States Magistrate Judge

13. The Settlement Agreement of the parties, including the releases contained therein, is not merged into this judgment, but survives the judgment.

IN WITNESS WHEREOF, the Yucatan Defendants and Australian Gold have duly executed it to be effective as of the date ordered below.

Defendant/Counterclaim Plaintiff

AUSTRALIAN GOLD, INC.

By: [signature]

Title: President

Third Party Defendants

Yucatan, Inc.

By: ______________________

Title: ______________________

MR. DANNY SHEEHAN, individually

____

IT IS SO ORDERED this 4th day of ~~September~~ December, 2006.

/s/ JOANNA SEYBERT

United States ~~Magistrate~~ District Judge